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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **WESTERN DIVISION**

11 VETSTEM, INC.,

12 Plaintiff,

13 v.

14 REGEN LABS LLC dba  
15 REGENERATIVE MEDICAL LA,

16 Defendant.  
17  
18

CASE NO.: 2:24-cv-02475 AB-PDx

19 **ORDER GRANTING STIPULATED**  
20 **PROTECTIVE ORDER**

21 Having considered the parties' Stipulated Protective Order in this patent  
22 infringement case, and for good cause shown, the Court hereby GRANTS the Stipulated  
23 Protective Order and ORDERS the following Protective Order:

24 The parties agree during the course of discovery it may be necessary to disclose  
25 certain confidential information, including protected health information ("PHI") as  
26 defined by HIPAA, relating to the subject matter of this action. They agree certain  
27 categories of such information should be treated as confidential, protected from  
28 disclosure outside this litigation, and used only for purposes of prosecuting or defending  
this action and any appeals. Thus, the parties jointly request entry of a protective order

1 to limit the disclosure, dissemination, and use of certain identified categories of  
2 confidential information.

3 The parties assert in support of their request that protection of the identified  
4 categories of confidential information is necessary because adjudication of the causes  
5 of action presented in this case, including at least infringement of the VetStem Patents  
6 by Defendant, will require the production of commercially sensitive information by  
7 each of the parties. More specifically, at least the following categories of information  
8 and documents may be produced in this case which require protection from public  
9 disclosure:

10 1. technical information relating to medical procedure protocols developed,  
11 sold, or used by one or both of the parties, which may include information protectable  
12 as trade secrets and/or confidential research or patient information;

13 2. technical, marketing, or business development information and documents  
14 previously disclosed under non-disclosure agreements;

15 3. confidential financial information of the parties, including sales, revenue,  
16 market share, profit and loss data;

17 4. personal communications of the parties;

18 5. confidential licensing and settlement information or other business  
19 dealings or agreements prohibited from public disclosure by their express terms;

20 6. documents that may be protectable under one or more privileges (attorney-  
21 client, work product, and the like); and

22 7. PHI.

23 Pursuant to Fed. R. Civ. P. 26(c), and the applicable local rules, the parties  
24 stipulate to and petition the court to enter the following Stipulated Protective Order. The  
25 parties, by and through their respective counsel, have mutually agreed to enter into this  
26 protective order and mutually agree to remain in full compliance with any privacy  
27 requirements imposed by regulations promulgated under the Health Insurance  
28 Portability and Accountability Act of 1996 (45 C.F.R. §164) (“HIPAA”) and the

1 Confidentiality of Medical Information Act (California Civil Code Sections 56-56.37)  
2 (“CIMA”).

3 **I. INFORMATION SUBJECT TO THIS ORDER**

4 1. Discovery materials produced in this case may be labeled as one of two  
5 categories: “CONFIDENTIAL” and “HIGHLY CONFIDENTIAL – OUTSIDE  
6 ATTORNEYS EYES ONLY” as set forth in Items A and B, below. Both categories of  
7 information shall be identified collectively in this Order by the title “Protected  
8 Information.” This Order shall encompass not only Protected Information, but also:

- 9 a. any information copied or extracted from Protected Information;
- 10 b. all copies, excerpts, summaries, or compilations of Protected  
11 Information;
- 12 c. any testimony, conversations, or presentations by Parties or their  
13 counsel that might reveal Protected Information; and
- 14 d. briefs, memoranda or other writings filed with the Court and  
15 exhibits thereto that contain or reflect the content of any such Protected Information.

16 **A. Information Designated as “CONFIDENTIAL INFORMATION”**

17 1. For purposes of this Order, “CONFIDENTIAL INFORMATION”  
18 shall mean all information or material produced for or disclosed in connection with this  
19 action to a Receiving Party that a Producing Party, including any Party to this action  
20 and any non-party producing information or material voluntarily or pursuant to a  
21 subpoena or a court order in connection with this action, considers in good faith to  
22 contain confidential, commercially sensitive, and/or proprietary information not  
23 otherwise known or available to the public and/or to which the Producing Party  
24 reasonably believes it owes an obligation of confidentiality to a Third Party. Any  
25 CONFIDENTIAL INFORMATION obtained by any Party from any person pursuant to  
26 discovery in this litigation may be used only for purposes of this litigation.

27 2. Any document or tangible thing containing or including any  
28 CONFIDENTIAL INFORMATION may be designated as such by the Producing Party

1 by marking it “CONFIDENTIAL” prior to or at the time copies are furnished to the  
2 Receiving Party.

3 3. All CONFIDENTIAL INFORMATION not reduced to  
4 documentary, tangible or physical form or which cannot be conveniently designated as  
5 set forth in paragraph 2 shall be designated by the Producing Party by informing the  
6 Receiving Party of the designation in writing.

7 4. Documents designated CONFIDENTIAL and information  
8 contained therein shall be available only to:

9 a. Outside litigation counsel of record for the Receiving Party  
10 and supporting personnel employed in the law firm(s) of outside litigation counsel of  
11 record, such as attorneys, paralegals, legal translators, legal secretaries, legal clerks and  
12 shorthand reporters to whom it is reasonably necessary to disclose the information for  
13 this litigation;

14 b. Technical advisers and their necessary support personnel,  
15 subject to the provisions of section I.C herein, and who have signed and provided the  
16 form attached hereto as Attachment A; the term “technical adviser” shall mean  
17 independent outside expert witnesses or consultants (i.e., not employees of a Party or  
18 of a competitor of a Party, and who at the time of retention are not anticipated to become  
19 employees of a Party or a competitor of a Party) with whom counsel may deem it  
20 necessary to consult and who comply with Section 3;

21 c. One (1) in-house counsel, who is a member of at least one  
22 state bar in good standing (or a foreign equivalent thereof) to whom disclosure is  
23 reasonably necessary for purposes of this litigation, and who have signed the form  
24 attached hereto as Attachment A;

25 d. Two (2) designated representatives of a Party or a Party’s  
26 parent company, to whom disclosure is reasonably necessary for purposes of this  
27 litigation, and who have signed the form attached hereto as Attachment A;  
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1 e. The Court, its personnel and stenographic reporters (under  
2 restricted access or with other suitable precautions determined by the Court);

3 f. Independent legal translators retained to translate in  
4 connection with this action; independent stenographic reporters and videographers  
5 retained to record and transcribe testimony in connection with this action; graphics,  
6 translation, or design services retained by counsel for purposes of preparing  
7 demonstrative or other exhibits for deposition, trial, or other court proceedings in the  
8 actions; non-technical jury or trial consulting services not including mock jurors;  
9 persons or entities that provide litigation support services such as photocopying,  
10 preparing exhibits or demonstrations, organizing, storing, retrieving data in any form or  
11 medium; provided that all such outside vendors agree to maintain the confidentiality of  
12 documents pursuant to this Protective Order;

13 g. Any mediator who is assigned to hear this matter, and his or  
14 her staff, subject to their agreement to maintain confidentiality to the same degree as  
15 required by this Protective Order;

16 h. Any author, signatory, or prior recipient of the document or  
17 the original source of the CONFIDENTIAL information. Such person shall be given  
18 access only to the specific document or information therein;

19 i. Any other person to whom the parties must first agree.

20 **B. Information Designated “HIGHLY CONFIDENTIAL -- OUTSIDE**  
21 **ATTORNEYS EYES ONLY”**

22 1. The HIGHLY CONFIDENTIAL -- OUTSIDE ATTORNEYS EYES  
23 ONLY designation is reserved for CONFIDENTIAL INFORMATION that constitutes  
24 or contains:

25 a. commercially sensitive marketing, financial, sales, web  
26 traffic, research and development, or technical data or information;

1                   b. commercially sensitive competitive information, including,  
2 without limitation, information obtained from a nonparty pursuant to a current  
3 Nondisclosure Agreement (“NDA”);

4                   c. information or data relating to future products not yet  
5 commercially released and/or strategic plans;

6                   d. commercial agreements, settlement agreements or settlement  
7 communications, the disclosure of which is likely to cause harm to the competitive  
8 position of the Producing Party;

9                   e. trade secrets, pricing information, sales or marketing  
10 forecasts or plans, business plans, sales or marketing strategy, product development  
11 information, engineering documents, testing documents, employee information,  
12 customer lists, and other non-public information of similar competitive and business  
13 sensitivity,

14                  f. information that is likely to cause economic harm or  
15 significant competitive disadvantage to the Producing Party if disclosed; and

16                  g. Protected Health Information (“PHI”) as defined by HIPPA.

17           2. Documents marked “CONFIDENTIAL OUTSIDE ATTORNEYS’  
18 EYES ONLY” or “HIGHLY CONFIDENTIAL” shall be treated as if designated  
19 HIGHLY CONFIDENTIAL -- OUTSIDE ATTORNEYS EYES ONLY. In determining  
20 whether information should be designated as CONFIDENTIAL OUTSIDE COUNSEL  
21 ONLY, each Party agrees to use such designation only in good faith.

22           3. Documents designated HIGHLY CONFIDENTIAL -- OUTSIDE  
23 ATTORNEYS EYES ONLY and information contained therein shall be available only  
24 to the persons or entities listed in paragraphs I.A.4.a, b, d, e, f and g subject to any terms  
25 set forth or incorporated therein.

26           **C. DISCLOSURE OF TECHNICAL ADVISERS**

27           1. Information designated by the Producing Party under any category  
28 of Protected Information and such copies of this information as are reasonably

1 necessary for maintaining, defending or evaluating this litigation may be furnished and  
2 disclosed to the Receiving Party's technical advisers and their necessary support  
3 personnel.

4           2. No disclosure of Protected Information to a technical adviser or their  
5 necessary support personnel shall occur until that person has signed the form attached  
6 hereto as Attachment A, and a signed copy has been provided to the Producing Party;  
7 and to the extent there has been an objection, that objection is resolved according to the  
8 procedures set forth below. No disclosure of Protected Information may be provided to  
9 an expert or consultant that is a current officer, director, or employee of a Party or of a  
10 competitor of a Party, nor anticipated at the time of retention to become an officer,  
11 director or employee of a Party or of a competitor of a Party. No disclosure of Protected  
12 Information may be provided to an expert or consultant that is involved in competitive  
13 decision-making, as defined by *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3  
14 (Fed. Cir. 1984), on behalf of a Party or a competitor of a Party;

15           3. A Party desiring to disclose Protected Information to a technical  
16 adviser shall also give prior written notice of the intended disclosure by email to all  
17 counsel of record in the litigation, and the Producing Party shall have five (5) business  
18 days after such notice is given to object in writing to the disclosure. The Party desiring  
19 to disclose Protected Information to a technical adviser must provide the following  
20 information for each technical adviser: name, address, curriculum vitae, current  
21 employer, title, job responsibilities, employment history for the past three years  
22 including the name of each entity for whom the adviser has worked during that time,  
23 any past or present affiliation, whether on an employment or consulting basis, with the  
24 Receiving Party, a listing of cases in which the witness has testified as an expert at trial  
25 or by deposition within the preceding five years, and an identification of any patents or  
26 patent applications in which the technical adviser is identified as an inventor or  
27 applicant, is involved in prosecuting or maintaining, or has any pecuniary interest. No  
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1 Protected Information shall be disclosed to such expert(s) or consultant(s) until after the  
2 expiration of the foregoing notice period and resolution of any objection.

3 4. A Producing Party objecting to disclosure of Protected Information  
4 to a technical adviser shall, within five (5) business days of receiving notice of the  
5 intended disclosure, state with particularity the ground(s) of the objection. The  
6 objecting Party's consent to the disclosure of Protected Information to a technical  
7 adviser shall not be unreasonably withheld, and its objection must be based on that  
8 Party's good faith belief that disclosure of its Protected Information to the technical  
9 adviser will result in specific business or economic harm to that Party. If no Party raises  
10 such an objection within five (5) business days of receiving notice of the intended  
11 disclosure, the technical adviser shall be deemed qualified to receive the Protected  
12 Information described in the notice of intended disclosure.

13 5. If after consideration of any objection raised, the Party desiring to  
14 disclose the Protected Information to a technical adviser refuses to withdraw the  
15 technical adviser, that Party shall provide notice to the objecting Party and the Parties  
16 shall in good faith attempt to resolve the objection informally. Thereafter, if the  
17 informal efforts do not resolve the dispute, the Party objecting to disclosure of Protected  
18 Information may file a motion requesting that the technical advisor not be allowed to  
19 view the Protected Information. A failure to file such a motion within the five (5)  
20 business day period, absent an agreement of the Parties to the contrary or for an  
21 extension of such five (5) business day period, shall operate to allow disclosure of the  
22 Protected Information to the technical adviser objected to. The Parties agree to  
23 cooperate in good faith to shorten the time frames set forth in this paragraph if necessary  
24 to abide by any discovery or briefing schedules.

25 a. The objecting Party shall have the burden of showing by a  
26 preponderance of the evidence that the disclosure sought should be prohibited. The  
27 Protected Information subject to the objection shall not be disclosed to the technical  
28



1 advisor objected to unless and until the Court determines that the disclosure should be  
2 allowed.

3 **D. CHALLENGES TO CONFIDENTIALITY DESIGNATIONS**

4 1. The Parties shall use reasonable care when designating documents  
5 or information as Protected Information. Nothing in this Order shall prevent a  
6 Receiving Party from contending that any documents or information designated as  
7 Protected Information have been improperly designated. A Receiving Party may at any  
8 time request that the Producing Party cancel or modify the Protected Information  
9 designation with respect to any document or information contained therein.

10 2. A Party shall not be obligated to challenge the propriety of a  
11 designation of any category of Protected Information at the time of production, and a  
12 failure to do so shall not preclude a subsequent challenge thereto. Such a challenge  
13 shall be written, shall be served on counsel for the Producing Party, and shall  
14 particularly identify the documents or information that the Receiving Party contends  
15 should be differently designated. The Parties shall use their best efforts to resolve  
16 promptly and informally such disputes.

17 3. If an agreement cannot be reached within five (5) business days after  
18 receipt of the Receiving Party's written challenge, the Receiving Party shall request that  
19 the Court cancel or modify a designation. The burden of demonstrating the confidential  
20 nature of any information shall at all times be and remain on the designating Party.

21 4. Until a determination by the Court, the information at issue shall be  
22 treated as having been properly designated and subject to the terms of this Order.

23  
24 **E. LIMITATIONS ON THE USE OF PROTECTED INFORMATION**

25 1. All Protected Information shall be held in confidence by each person  
26 to whom it is disclosed, shall be used only for purposes of this litigation, shall not be  
27 used for any business purpose or in connection with any other proceeding, including  
28 without limitation any other litigation, patent prosecution or acquisition, patent

1 reexamination or reissue proceedings, opposition proceeding, or any business or  
2 competitive purpose or function, and shall not be distributed, disclosed or made  
3 available to any person who is not entitled to receive such information as herein  
4 provided. All produced Protected Information shall be carefully maintained so as to  
5 preclude access by persons who are not entitled to receive such information.

6           2. All transcripts of depositions, exhibits, answers to interrogatories,  
7 pleadings, briefs, and other documents submitted to the Court, which have been  
8 designated as Protected Information, or which contain information so designated, shall  
9 be filed as restricted access in a manner prescribed by the Court for such filings.

10           3. Any deposition transcript, in whole or in part, may be designated  
11 CONFIDENTIAL or HIGHLY CONFIDENTIAL -- OUTSIDE ATTORNEYS EYES  
12 ONLY by an appropriate statement at the time such testimony is given or thereafter by  
13 notifying the other Parties in writing of the portions of such testimony to be so  
14 designated within thirty (30) days from receipt of the final certified transcript. Upon  
15 such request, the reporter shall mark on the title page of the original and all copies of  
16 the transcript as designated. Deposition transcripts, in their entirety, shall be treated by  
17 default as HIGHLY CONFIDENTIAL -- OUTSIDE ATTORNEYS EYES ONLY until  
18 the expiration of the time to make a confidentiality designation. Any Party that wishes  
19 to disclose the transcript, or information contained therein, may provide written notice  
20 of its intent to treat the transcript as non-confidential, after which time, any Party that  
21 wants to maintain any portion of the transcript as confidential must designate the  
22 confidential portions within fourteen (14) days, or else the transcript may be treated as  
23 non-confidential.

24           4. Any Protected Information that is used in the taking of a deposition  
25 shall remain subject to the provisions of this Protective Order, along with the transcript  
26 pages of the deposition testimony dealing with such Protected Information. In such  
27 cases the court reporter shall be informed of this Protective Order and shall be required  
28 to operate in a manner consistent with this Protective Order. In the event the deposition

1 is videotaped, the original and all copies of the videotape shall be marked by the video  
2 technician to indicate that the contents of the videotape are subject to this Protective  
3 Order, substantially along the lines of “This videotape contains confidential testimony  
4 used in this case and is not to be viewed or the contents thereof to be displayed or  
5 revealed except pursuant to the terms of the operative Protective Order in this matter or  
6 pursuant to written stipulation of the Parties.”

7           5. Counsel for any Producing Party shall have the right to exclude from  
8 oral depositions, other than the deponent, deponent’s counsel, the reporter and  
9 videographer (if any), any person who is not authorized by this Protective Order to  
10 receive or access Protected Information based on the designation of such Protected  
11 Information. Such right of exclusion shall be applicable only during periods of  
12 examination or testimony regarding such Protected Information.

13           6. Nothing in this Order shall restrict in any way the use or disclosure  
14 of Protected Information by a Receiving Party:

15           a. previously produced, disclosed and/or provided by the  
16 Producing Party to the Receiving Party or a non-party without an obligation of  
17 confidentiality and not by inadvertence or mistake;

18           b. with the consent of the Producing Party; or

19           c. pursuant to order of the Court.

20           7. The Parties agree to meet and confer prior to the pretrial conference  
21 to negotiate a proposal for treatment of Protected Information at trial to be submitted  
22 for approval by the Court. A Party shall provide a minimum of two business days’  
23 notice to the Producing Party in the event that a Party intends to use any Protected  
24 Information during trial. In addition, the Parties will not oppose any request by the  
25 Producing Party that courtroom access should be restricted, if allowed by the Court,  
26 during the presentation of any testimony relating to or involving the use of any Protected  
27 Information.

**F. NON-PARTY USE OF THIS PROTECTIVE ORDER**

1. A nonparty producing information or material voluntarily or pursuant to a subpoena or a court order may designate such material or information as Protected Information pursuant to the terms of this Protective Order.

2. A nonparty's use of this Protective Order to protect its Protected Information does not entitle that nonparty access to the Protected Information produced by any Party in this case.

**G. NO WAIVER OF PRIVILEGE**

1. Pursuant to Fed. R. Civ. P. 26(b)(5)(B) and the Fed. R. Evid. 502, nothing in this Protective Order shall require disclosure of information that a Party contends is protected from disclosure by the attorney-client privilege, the work product immunity or other privilege, doctrine, right, or immunity. If information subject to a claim of attorney-client privilege, work product immunity, or other privilege, doctrine, right, or immunity is nevertheless inadvertently or unintentionally produced or made available for inspection, such disclosure shall in no way prejudice or otherwise constitute a waiver or estoppel as to any such privilege, doctrine, right or immunity, or other ground for withholding production to which the Producing Party would otherwise be entitled to assert.

2. Any Party that inadvertently or unintentionally produces or makes available for inspection materials protected by the attorney-client privilege, work product privilege, or other privilege, doctrine, right, or immunity may obtain the return of those materials by promptly designating any such information as within the attorney-client privilege or work product immunity or any other applicable privilege or immunity and notifying the recipient(s). Such request must be made in writing and set out the bases for the privilege or immunity claimed. The Receiving Party shall not use or disclose any inadvertently or unintentionally produced information for any purpose unless and until the asserted privileges or immunities have been successfully challenged or withdrawn.

1           3. In the case of documents, if the party that received the document  
2 agrees that it is privileged or work product (without regard to its production), then the  
3 document and all copies shall promptly be returned to the Producing Party or destroyed,  
4 and no reference to such document shall be made in connection with the proof of the  
5 facts in this dispute. If the party that received the document does not agree that the  
6 document was protected by privilege or work product, then it shall so notify the  
7 Producing Party within ten (10) calendar days of receiving written notice of the asserted  
8 privilege or work product protection. In such event, the Producing Party may move the  
9 Court to resolve the question, except that no such challenge may assert the inadvertent  
10 or unintentional disclosure as a ground for requiring production. Unless the parties  
11 otherwise agree in writing, any such motion must be made within twenty-one (21)  
12 calendar days of receiving notification that the recipient of the document disputes the  
13 claim of privilege or work product. If the Court rules that the document is protected  
14 (without regard to the fact of production), then the party that received the document  
15 shall promptly return the document and all known copies to the Producing Party (except  
16 that counsel of record may retain copies as needed for the sole purpose of seeking  
17 reconsideration or appellate review of the Court's ruling on the question of privilege)  
18 and shall make no reference to the document in connection with the proof of the facts  
19 or pursuit of judgment or settlement in this case.

#### 20           **H. NO WAIVER OF PROTECTION**

21           1. Inadvertent or unintentional production of documents or things  
22 containing Protected Information which are not designated as one or more of the  
23 categories of Protected Information at the time of production shall not be deemed a  
24 waiver in whole or in part of a claim for confidential treatment. With respect to  
25 documents, the Producing Party shall notify all Receiving Parties that such documents  
26 are protected under one of the categories of this Order within fourteen (14) days of the  
27 Producing Party learning of the inadvertent or unintentional failure to designate. The  
28 Producing Party shall reproduce the Protected Information with the correct

1 confidentiality designation within seven (7) days upon its notification to the Receiving  
2 Parties. Within seven (7) days of receiving the Protected Information with the correct  
3 confidentiality designation, the Receiving Parties shall return or securely destroy and  
4 certify such destruction,, all Protected Material that was not designated properly.

5           2. In the event of any disclosure of Protected Information other than in  
6 a manner authorized by this Protective Order, including any unintentional or inadvertent  
7 disclosure, the Party responsible for having made such disclosure, and each Party with  
8 knowledge thereof, shall immediately notify counsel for the Producing Party and  
9 provide to such counsel all known relevant information concerning the nature and  
10 circumstances of the disclosure. The responsible disclosing Party shall also make every  
11 effort to further prevent unauthorized disclosure, including retrieving all copies of the  
12 Protected Information from the recipient(s) thereof, and securing the agreement of the  
13 recipients not to further disseminate the Protected Information in any  
14 form. Compliance with the foregoing shall not prevent the Producing Party from  
15 seeking further relief from the Court. Unauthorized or inadvertent disclosure does not  
16 change the status of Protected Information or waive the right to hold the disclosed  
17 document or information as Protected.

18           3. A Receiving Party shall not be in breach of this Order for any use of  
19 such Protected Information before the Receiving Party receives the Protected  
20 Information with the correct confidentiality designation, unless an objectively  
21 reasonable person would have realized that the Protected Information should have been  
22 appropriately designated with a confidentiality designation under this Order. Once a  
23 Receiving Party has received notification of the correct confidentiality designation for  
24 the Protected Information with the correct confidentiality designation, the Receiving  
25 Party shall treat such Protected Information at the appropriately designated level  
26 pursuant to the terms of this Order. Notwithstanding the above, a subsequent  
27 designation of Protected Information shall apply on a going forward basis only and shall  
28

1 not disqualify anyone who reviewed Protected Information while the materials were not  
2 appropriately marked from engaging in any activities otherwise permitted by this Order.

3 **I. MISCELLANEOUS PROVISIONS**

4 1. If at any time Protected Information in any form is subpoenaed by  
5 any court, arbitral, administrative or legislative body, or are otherwise requested in  
6 discovery, the person or entity to whom the subpoena or other request is directed shall  
7 immediately:

8 a. notify in writing the person or entity who caused the subpoena  
9 or other request to issue that some or all of the material covered by the subpoena or  
10 request is subject to a Protective Order and include a copy of this Order with such notice;

11 b. give written notice thereof to every Party or nonparty, and  
12 their counsel, who has produced such documents and include a copy of the subpoena or  
13 request with such notice; and,

14 c. provide each such Producing Party or nonparty with an  
15 opportunity to object to the production of such documents.

16 2. Testifying experts shall not be subject to discovery of any draft of  
17 their reports in this case and such draft reports, notes, outlines, or any other writings  
18 leading up to an issued report(s) in this litigation are exempt from discovery. In  
19 addition, all communications between counsel for a Party and that Party's testifying  
20 expert(s) related to the content of expert reports are exempt from discovery, provided  
21 that this limitation on discovery does not permit a Party to withhold any material relied  
22 upon by testifying experts solely on the ground that such material was provided to the  
23 expert by counsel. All materials generated by a testifying expert with respect to that  
24 person's work are also exempt from discovery unless they identify facts, data or  
25 assumptions relied upon by the expert in forming any opinions in this litigation and such  
26 information is not already disclosed in the expert's report.

27 3. No Party shall be required to identify on their respective privilege  
28 log any document or communication related to this litigation dated on or after the filing



1 of this lawsuit, which absent this provision, the Party would have been obligated to so  
2 identify on said privilege log. The Parties shall exchange their respective privilege  
3 document logs at a time to be agreed upon by the Parties following the production of  
4 documents.

5           4. The United States District Court for the Central District of  
6 California is responsible for the interpretation and enforcement of this Protective  
7 Order. After termination of this litigation, the provisions of this Protective Order shall  
8 continue to be binding except with respect to those documents and information that  
9 become a matter of public record. This Court retains and shall have continuing  
10 jurisdiction over the Parties and recipients of the Protected Information for enforcement  
11 of the provision of this Protective Order following termination of this litigation. All  
12 disputes concerning Protected Information produced under the protection of this  
13 Protective Order shall be resolved by the United States District Court for the Central  
14 District of California. In the event anyone shall violate or threaten to violate the terms  
15 of this Protective Order, the aggrieved designating Party may immediately apply to  
16 obtain injunctive relief against any such person violating or threatening to violate any  
17 of the terms of this Protective Order.

18           5. Each Party agrees to be bound by the terms of this Protective Order  
19 as of the date counsel for such Party executes this Protective Order, at which time the  
20 provisions of this Order shall retroactively apply to any Protected Information obtained  
21 by that Party or its counsel prior to execution, even if prior to entry of this order by the  
22 Court.

23           6. This Protective Order shall be binding upon the Parties and their  
24 attorneys, successors, executors, personal representative, administrators, heirs, legal  
25 representatives, assigns, subsidiaries, divisions, employees, agents, independent  
26 contractors, or other persons or organizations over which they have control.

1           7. All notices required by this Protective Order are to be served on the  
2 attorney(s) for each of the Defendants and Plaintiff listed in the signature block below  
3 for each Party.

4           8. Unless other arrangements are agreed upon in writing by the parties,  
5 within **thirty days** following the first to occur of: (i) the complete resolution of this case  
6 through entry of a final non-appealable judgment or order for which appeal has been  
7 exhausted, or (ii) the complete settlement final determination or a decision by the court  
8 of appeals, each person or party who has received CONFIDENTIAL or HIGHLY  
9 CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY information shall be  
10 obligated to return the CONFIDENTIAL or HIGHLY CONFIDENTIAL – OUTSIDE  
11 ATTORNEYS EYES ONLY information, including any copies, to the designating party,  
12 or the Receiving Party may elect to destroy the CONFIDENTIAL or HIGHLY  
13 CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY information, including any  
14 copies, and certify that it has been destroyed. The Receiving Party, however, need not  
15 destroy or return (a) any CONFIDENTIAL or HIGHLY CONFIDENTIAL – OUTSIDE  
16 ATTORNEYS EYES ONLY information that it is required by law to maintain or (b)  
17 one archival copy of all deposition transcripts and all materials filed with the Court,  
18 regardless of whether such materials (including exhibits and appendices) contain or  
19 refer to CONFIDENTIAL or HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS  
20 EYES ONLY information.

21           9. Any request to restrict access to materials designated as  
22 CONFIDENTIAL or HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES  
23 ONLY pursuant to this Protective Order must comply with the requirements of Local  
24 Rule 79-5 and Paragraph 10 of Dkt. No. 22 of this Litigation. The party seeking to  
25 restrict a document filed with the Court shall bear the burden of establishing that the  
26 document should be restricted pursuant to the standards and practices outlined in those  
27 requirements.  
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1 This Protective Order may be modified by the Court at any time for good cause shown  
2 following notice to all parties and an opportunity for them to be heard  
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4 IT IS SO ORDERED.

5  
6 Dated: August 9, 2024

*Patricia Donohue*

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United States Magistrate Judge  
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